RESOLUTION - ACTION REQUESTED 2015-156

MEETING: April 7, 2015

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Professional Services Contract for Mandatory Housing Element Update

RECOMMENDATION AND JUSTIFICATION:
Approve a Professional Services Contract with J.B. Anderson in order to complete Technical Services and Assistance in the Preparation of the General Plan Housing Element Update 2014-2019, and Authorize the Board of Supervisors Chair to Sign the Contract.

There is sufficient money in the 2014-2015 FY budget for the work that is to be accomplished. Any remaining contract money not used by the end of the fiscal year will be budgeted in the 2015-2016 FY.

The originally contracted amount was $25,364.00 of which $10,825.44 was spent. This contract expired in October of 2014 and left unspent budgeted funds in the amount of $14,538.56.

The request is to duplicate the prior contract with an expiration date of October 31, 2015 for the remaining unspent budgeted amount of $14,538.56.

Mariposa County’s need to prepare a Housing Element for State HCD certification is required and urgent. Planning staff was recently advised by the State Department of Housing and Community Development (HCD) regarding the need to complete the Housing Element as soon as possible. Staff has re-prioritized work accordingly and has committed staff to complete the Draft Element for Planning Commission review during April/May. No additional funding from the General Fund is needed for this action.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The current Housing Element was adopted by the County and certified by HCD in 2010.

All counties in the State are required to adopt or update their Housing Elements of the General Plan at periodic intervals. State law requires that Mariposa County submit an update to its Housing Element by June 30, 2014, for certification by the State Department of Housing and Community Development (HCD).
A Professional Services Agreement (PSA) with J.B. Anderson was approved by the Board of Supervisors at their March 11, 2014 meeting by Resolution #14-103.

The above contract expired October 11, 2014, because work was suspended pending the need to determine and evaluate:

- Entities historically responsible for housing program administration; and
- The manner in which future housing programs, including homeless housing, might be administered.

Suspension of work resulted in competing priorities for staff time and further delay.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**
Have planning staff be completely responsible for preparing the Housing Element Update (the proposed contract has planning staff completing many of the required tasks). This alternative will require reprogramming of current planning projects, and some consultant assistance will still be necessary.

Failure to submit a Housing Element Update to HCD will result in the suspension of certain State funding, such as community development block grants.

**FINANCIAL IMPACT:**
Contract is for a not to exceed amount of $14,538.56 which is the balance remaining of the prior contract and is accounted for in FY 2014-2015 Professional Services Planning Budget. There will be no negative impact on the General Fund as this money was already allocated.

**ATTACHMENTS:**
- 2015 PSA JBA Housing Element Update (DOC)
- Exhibit A April 2015 Revised Housing Element Proposal JB Anderson fees corrected (PDF)

**CAO RECOMMENDATION**
Requested Action Recommended

Mary Hudson, CAO 4/2/2015

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Marshall Long, District III Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Smallcombe, Jones, Long, Cann, Carrier
PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT is made this 7th day of April 2015 between:

COUNTY: Mariposa County
5100 Bullion Street
Mariposa, CA 95338

and

CONTRACTOR: J.B. Anderson Land Use Planning
139 S. Stockton Avenue
Ripon, CA 95366

ARTICLE 1. TERM OF AGREEMENT

1.01 Agreement Term: This Agreement shall become effective on April 7, 2015 and shall terminate on October 31, 2015, unless terminated in accordance with the provisions of Article 7 of this Agreement.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01 Independent Contractor: It is the express intention of the parties that Contractor is an independent Contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

2.02 Contractor Qualifications: Contractor warrants that it has the necessary competence, experience and qualifications for the services to be performed.

2.03 Agreement Management: Contractor shall report to the Planning Director who will review the activities and performance of the Contractor and administer this Agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

3.01 Scope of Services: Contractor agrees to perform the services as described on Exhibit "A" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in Agreement time. All such services are to be coordinated with County and the results of the work shall be monitored by the Planning Director or his/her
designee. However, the means by which the work is accomplished shall be the sole responsibility of the Contractor.

3.02 **Method of Performing Services:** Contractor will determine the method, details, and means of performing the above-described services. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services, except as set forth in the Scope of Services (Attachment A).

3.03 **Employment of Assistants:** Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Agreement. County may not control, direct, or supervise Contractor's responsibility for assistants or employees in the performance of those services. Contractor assumes full performance of those services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of such assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

**ARTICLE 4. COMPENSATION**

4.01 **Compensation:** In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to the services satisfactorily performed in the not-to-exceed amount of $14,538.56 for services as described above. The total sum to be paid to Contractor includes all labor, materials, travel and other expenses to be incurred by Contractor in the performance of the services described herein. Payment shall be made upon submission of a formal claim approved by the appropriate official of the County as follows:

[X] Incremental payments based on the schedule set forth in section 4.02 and 4.03:

Invoices to be submitted no later than 10 days after the first of each month. Payments to be made within thirty (30) days thereafter.

4.02 **Invoices:** Contractor shall submit detailed invoices for all services being rendered from the Contractor to the County. Invoices shall be submitted no later than the 10th day of each month.

4.03 **Date for Payment of Compensation:** County will endeavor to make payment within thirty (30) days of invoices being submitted from the Contractor to the County, and approval and acceptance of the work by the County.

4.04 **Expenses:** Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of equipment provided by Contractor, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.
ARTICLE 5. OBLIGATIONS OF CONTRACTOR

5.01 **Tools and Instrumentalities:** Contractor will supply all tools and instrumentalities, required to perform the services under this Agreement. Contractor is not required to purchase or rent any tools, equipment or services from County. County shall not provide working space, supplies, materials or other such support to Contractor in the performance of the services and tasks as described herein.

5.02 **Indemnification:** Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of One Million Dollars ($1,000,000) or an amount as otherwise determined appropriate by the County Risk Manager to cover such claims. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.03 **General Liability and Automobile Insurance:** During the term of this Agreement Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least $1,000,000 combined limit for bodily injury and property damage; provided that the County, its officers, employees, volunteers and agents are to be named additional insureds under the policies, and that the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or the named insureds will be called on to cover a loss covered hereunder. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

5.04 **Professional Liability Coverage:** Contractor shall provide proof of professional liability coverage satisfactory to County prior to commencing work under the Agreement.

5.05 **Certificate of Insurance:** Contractor shall complete and file with the County prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth in paragraphs 5.02 and 5.03 above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to County prior to the effective date of such cancellation.

5.06 **Workers' Compensation:** During the term of this Agreement Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.
5.07 Public Employees Retirement System (CalPERS): In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

5.08 State and Federal Taxes: As Contractor is not County's employee; Contractor is responsible for paying all required state and federal taxes. In particular:

a) County will not withhold FICA (Social Security) from Contractor's payments;
b) County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c) County will not withhold state or federal income tax from payment to Contractor;
d) County will not make disability insurance contributions on behalf of Contractor;
e) County will not obtain workers' compensation insurance on behalf of Contractor.

5.09 Records: It is understood and agreed that all plans, studies, specifications, and data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Agreement shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the County and are not necessarily suitable for any future or other use. Contractor shall maintain such records for a minimum of three (3) years or as otherwise required by law.

5.10 Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.

5.11 Assignability of Agreement: It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express written consent of the County.

ARTICLE 6. OBLIGATIONS OF COUNTY

6.01 Cooperation of County: County agrees to comply with all reasonable requests of Contractor and provide access as allowed by law to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.

6.02 Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by County without the prior written consent of Contractor.

Last Revised 6/21/10
ARTICLE 7. TERMINATION OF AGREEMENT

7.01 Termination Occurrence of Stated Events: This Agreement shall terminate automatically on the occurrence of any of the following events:
1. Bankruptcy or insolvency of Contractor;
2. Death of Contractor.

7.02 Termination by County for Default of Contractor: Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at County's option, may terminate this Agreement by giving written notification to Contractor.

7.03 Termination for Convenience of County: County may terminate this Agreement at any time by mailing a notice in writing to Contractor that the Agreement is terminated. Said Agreement shall then be deemed terminated and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

7.04 Termination of Funding: The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this Agreement are necessarily contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of County arising from this Agreement shall be immediately discharged. County agrees to inform Contractor no later than thirty (30) calendar days after County determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available.

ARTICLE 8. GENERAL PROVISIONS

8.01 Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

8.02 Entire Agreement of the Parties: This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged and approved by the County as provided herein or as otherwise required by law.
8.03 **Partial Invalidity:** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

8.04 **Attorney’s Fees:** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys’ fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

8.05 **Conformance to Applicable Laws:** Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. No discrimination shall be made by Contractor in the employment of persons who work under this Agreement because of race, color, national origin, ancestry, disability, sex or religion of such person.

8.06 **Waiver:** In the event that either County or Contractor shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation.

8.07 **Governing Law:** This Agreement and all matters relating to it shall be governed by the laws of the State of California and County of Mariposa and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Mariposa.

Executed at Mariposa, California, on the date and year first above written.

**COUNTY:**

[Signature]
MERLIN JONES, Chairman
Mariposa County Board of Supervisors

**CONTRACTOR:**

[Signature]
JOHN B. ANDERSON
J.B. Anderson Land Use Planning
Tax Payer ID/SS # (On File)

**APPROVED AS TO FORM:**

[Signature]
STEVEN W. DAHLEM
County Counsel

Last Revised 6/21/10
EXHIBIT A

COUNTY OF MARIPOSA
PLANNING DEPARTMENT

PROPOSAL FOR
2014-2019 HOUSING ELEMENT UPDATE

Revised April 7, 2015

Submitted By:

J.B. ANDERSON
LAND USE PLANNING
139 South Stockton Ave.
Ripon, CA 95366
Phone: 209.599.8377
Fax: 209.599.8399
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<thead>
<tr>
<th>Section</th>
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<tbody>
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<td>Section 1</td>
<td>Introduction</td>
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<td>Section 2</td>
<td>Scope of Services</td>
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<td>Section 3</td>
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SECTION 1     INTRODUCTION

J.B. Anderson Land Use Planning is pleased to present this proposal to the County of Mariposa for the preparation of the County’s 2014-2019 Housing Element Update. This update represents an update to the County’s 2009-2014 Housing Element, which was adopted by the Board of Supervisors in June 2010.

J.B. Anderson Land Use Planning is vastly familiar with the County’s Housing Element Update process. As preparers of the County’s 2009-2014 Housing Element, we successfully coordinated with County staff, HCD staff, and the County Planning Commission and Board of Supervisor to create a Housing Element in accordance with Sections 65580-65589.8 of the State Government Code.

Located in the Central Valley, and established in 1994, J.B. Anderson Land Use Planning is vastly experienced and knowledgeable in Housing Element Law, and has worked on a variety of Housing Element Updates within the Central Valley, Sierra Nevada Foothills, and Sierra Nevada Mountain Range.

Most recently, our Firm has been commissioned to assist the Cities of Riverbank and Waterford in preparing updates to their respective General Plan Housing Elements.

For the purposes of organization, this Proposal is presented in the following sections:

Section 1, Introduction: This Section provides County staff with a description of our understanding of the County’s Housing Element Update, our Technical Approach, and how this Proposal is organized.

Section 2, Scope of Services and Cost Proposal: This Section provides County staff a description of the Scope of Work associated with preparing the Housing Element Update, and a Cost Proposal for costs associated with performing Project tasks.
SECTION 1.2  PROJECT UNDERSTANDING

J.B. Anderson Land Use Planning understands that the County of Mariposa is seeking the services of a qualified consultant to prepare an update to the County’s Housing Element, previously adopted in June, 2010. Based on discussions with County Staff, the proposed scope of work shall be focused on a technical update to the current Housing Element and the Goals and Policies contained therein. The ultimate goal of the Housing Element update process is to secure certification by the State Department of Community Development (HCD). It has been suggested that the chosen consultant team develop an approach to update the previously certified Housing Element, and bring current the source data (as necessary), and update the goals, policies, objectives, and programs to reflect the current legislature.

We understand through communication with HCD staff, that the new Regional Housing Needs Allocation for Mariposa County for the planning period of January 1, 2014 through June 30, 2019 is 995 residential housing units. The County of Mariposa has been allocated the following housing types by income classification, by HCD through the Planning Period of 2014-2019.

<table>
<thead>
<tr>
<th>Family Income Categories</th>
<th>Very Low</th>
<th>Low</th>
<th>Moderate</th>
<th>Above Moderate</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>265</td>
<td>130</td>
<td>180</td>
<td>420</td>
<td>995</td>
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As County Staff may be aware, Section 65580 of the Government Code declares, “The availability of housing is of vital statewide importance, and the early attainment of decent housing and a suitable living environment for every Californian, including farmworkers, is a priority of highest order.” State law also recognizes the most critical decisions about supply and affordability of housing shall occur at a local level (i.e. County of Mariposa). As such, the Housing Element Update process shall play a critical role in identifying and addressing housing needs for all residents of the County of Mariposa. Mariposa County is very unique in that a significant portion of its housing demand is created by temporary or permanent employment opportunities created by Yosemite National Park. The Housing Element update will need to be closely coordinated with the National Park Service and their current Yosemite Valley Plan and the need for affordable employee housing.

In accordance with Section 65583 of the Government Code, the Housing Element shall contain the following:

- An analysis of the existing housing needs;
- An analysis of population and employment trends;
- An analysis and documentation of household characteristics;
• An inventory of land suitable for residential development, including vacant sites and suitable for redevelopment;
• An identification of a zone or zones where emergency shelters are allowed or permitted without a conditional use or other discretionary permit;
• An analysis of potential and actual governmental constraints upon the maintenance, improvement, or development housing for all income levels;
• An analysis of potential and actual non-governmental constraints upon the maintenance, improvement, or development housing for all income levels;
• An analysis of all special housing needs (i.e. those residents with disabilities, large families, farmworkers, etc.);
• An analysis of opportunities for energy conservation with respect to residential development;
• An analysis of existing assisted housing developments that may be eligible to change from low-income housing uses during the next 10 years;
• A statement of the County’s goals, quantified objectives, and policies relative to the maintenance, preservation, improvement, and development of housing; and
• An identification of housing programs within the County to provide housing opportunities for all income levels.

J.B. Anderson Land Use Planning recognizes the County currently has a certified Housing Element. As such, to the extent that the update process can be streamlined through maintaining information obtained in the County’s current Housing Element, J.B. Anderson Land Use Planning will adjust our contract proposal to reflect a most effective process.
SECTION 1.3 TECHNICAL APPROACH

Project Team Management: The J.B. Anderson Land Use Planning Project Team understands that the Housing Element Update process will require extensive coordination and communication with County staff, the general public, and HCD. Our Team is committed to providing a continuous and comprehensive coordinated effort with County staff and the general public throughout the Housing Element Update process.

Mr. Mark Niskanen shall be the primary point of contact for County staff and conduct all Project Management related activities. Mr. David Niskanen will be a secondary point of contact, and provide research assistance, as well as preparing various sections of the Housing Element Update. In addition, as part of our Project Management activities, our Team shall provide written de-briefings following all project meetings to memorialize what was discussed, outstanding task items, and clarification of task or project related deadlines. Mr. Niskanen will assume responsibility for ensuring the Project Team stays on task, on schedule, and on budget.

Approach for Housing Element Update: The technical approach suggested in this Proposal consists of the following step-by-step program in processing the County’s 2014-2019 Housing Element Update.

Step 1: Establish a communication strategy with County staff. Establishing a clear communication strategy between County staff and the Project Team shall be the first step in this process. As part of this Proposal, the initial task shall consist of a Project Kick-Off Meeting between the Project Team and County staff for the purposes of establishing a clear communication strategy, roles and responsibilities, and clarify the objectives of the Housing Element Update.

Step 2: Encourage and allow for public participation. Public participation in the Housing Element Update process is another vital step. In this case, it is suggested that the Project Team and County staff coordinate to develop (and implement) a public participation plan that provides the opportunity for interested parties to express their comment with respect to housing in the County. As part of the County’s 2009-2014 Housing Element Update process, public workshops, presentations to the County’s Planning Commission and a web link soliciting public comment proved successful allowing opportunity for public comment.

Step 3: Review and discussion of the County’s 2009-2014 Housing Element. The intent of this step is to allow for review and discussion of the Policies and Programs adopted in the 2009-2014 Housing Element. This discussion will include an analysis of how the Policy/Program was successful/not-successful, and why. Ultimately, this discussion leads to the development of Policies and Programs for the 2014-2019 Housing Element Update.
Step 4: Provide the decision makers (Planning Commission and Board of Supervisors) with the best information available to make an informed decision. In any project, our goal is to work with County staff to provide the best and most complete information available to decision makers to allow them to make a well informed decision. As such, it is our goal to carefully process and administer the Housing Element Update in a manner that provides professional services that will allow the decision makers to review and adopt Policies and Programs that not only comply with Housing Element Law, but fit the goals and objectives of the County’s General Plan.
SECTION 2  SCOPE OF SERVICES

This Scope of Services reflects recent discussions with County staff with respect to the strategy and approach provided for the County's 2014-2019 Housing Element Update. The approach described below reflects the Project Team's understanding that our Firm will provide technical guidance through the Housing Element Update process, and County staff will perform a bulk of the tasks in updating the Housing Element.

TASK 1  BACKGROUND RESEARCH AND PREP FOR COUNTY STAFF MEETING

Prior to meeting with County staff, the Project Team shall review the County's current Housing Element, adopted by the Board of Supervisors in June 2010. The purpose of this task will be review each Chapter (Introduction, Housing Needs Assessment, Housing Constraints and Opportunities, Housing Resources, Housing Element Review, and Housing Goals, Policies, and Objectives) and begin to provide written direction to County staff in regards to the revisions that will be necessary for the Housing Element Update.

In addition, the Project Team shall gather background information (i.e. Housing Element data provided by HCD, etc.), and begin to make handwritten edits in the Housing Element document. The intent of this will be to provide County staff with direction on edits that need to be completed for the Housing Element Update.

The Project Team shall prepare a written memorandum that provides a Task List for each Chapter of the Housing Element for discussion with County staff. This task list shall be used by County staff in updating the Housing Element.

**Deliverables:** Handwritten edits in Housing Element document, and written memorandum for discussion with County staff.

**Meetings:** Meetings are not required for this task.

TASK 2  MEETINGS WITH COUNTY STAFF

The Project Team shall meet with County staff to review the edits and written memorandum described in Task 1, above. For the purposes of this task, it is assumed that up to two (2) meetings with County staff will be required for this task. The intent of this task is to discuss and provide direction to County staff in regards to the revisions necessary to the 2014-2019 Housing Element Update. This task also assumes follow up
communications (i.e. Phone and Email) will be required as County staff implements revisions to the Housing Element.

In addition, upon the meetings with County staff, the Project Team shall prepare the Housing Element Update Guidance document, prepared by HCD in December 2012. This document shall assist County staff in determining if the County can achieve a streamlined review by HCD.

**Deliverables:** Housing Element Update Guidance document, in Draft and Final form.

**Meetings:** Up to Two (2) Meetings with County staff is assumed for this task.

**TASK 3**

**ADMINISTRATIVE DRAFT HOUSING ELEMENT**

Once County staff has completed an Administrative Draft 2014-2019 Housing Element, the Project Team shall provide a technical review, and provide written comment to County staff. The Project Team shall be provided one (1) hard copy and an electronic copy (pdf on CD) for our review. Upon our review, the Project Team shall provide a written memorandum to County staff listing our comments and/or revisions.

The Project Team also assumes that this task will include review of revised Housing Element Chapters completed by County staff.

**Deliverables:** Written Memorandum providing comment on the Administrative Draft 2014-2019 Housing Element.

**Meetings:** This will task will include communications via phone and email to discuss any comments provided to the County on the Administrative Draft.

**TASK 4**

**PUBLIC REVIEW DRAFT 2014-2019 HOUSING ELEMENT**

Once County staff has incorporated the revisions described above in Task 3, the Project Team shall review the Public Review Draft 2014-2019 Housing Element. While there may be minor edits required, the Project Team assumes this Draft will be complete, and ready for distribution to HCD and the public.

In accordance with Section 65585 of the Government Code, the Draft Housing Element shall be released for a sixty (60) day public review period. The Project Team assumes that during the public review process, HCD Staff will contact City Staff and/or the
Project Team to discuss the element prior to the HCD’s issuance of their written findings. In accordance with Section 65585, the Project Team assumes that written findings shall be received from HCD Staff within sixty (60) days of receiving the Draft 2014-2019 Housing Element.

**Deliverables:** None.

**Meetings:** Meetings are not required for this task. However, it is assumed that communications via phone and email with County staff and HCD staff will be required.

**TASK 5**

**FINAL DRAFT 2014-2019 HOUSING ELEMENT UPDATE**

Upon completion of the public review period, the Project Team shall assist County staff in preparing the Final Draft Housing Element Update for ultimate review and consideration by the County’s Planning Commission and Board of Supervisors. At the request of County staff, the Project Team shall prepare the necessary public notices, Staff Reports, and Resolutions in preparation for the Planning Commission and City Council Public Hearings.

**Deliverables:** None.

**Meetings:** Meetings are not required for this task.

**TASK 6**

**PUBLIC PARTICIPATION AND HEARINGS**

The Project Team shall coordinate with County Staff to develop and implement the Project’s Public Participation Plan. Based on our discussions with County staff, the Project Team shall attend the following:

- One (1) Public Workshop;
- One (1) Public Hearing, at the direction of County staff.

The Project Team shall also assist preparing the appropriate Staff Reports, Presentation materials, and provide verbal presentations during the above meetings. The timing of these meetings will be determined based on future discussions with County staff.

**Deliverables:** Staff Reports, Presentation Materials (i.e. PowerPoint), Meeting Notes, etc.
Meetings: Up to two (2) meetings are assumed for this task.

ASSUMPTIONS:

• The Project Team (J.B. Anderson Land Use Planning) assumes that our role through the Housing Element Update process will be one of providing technical guidance through the process. County staff will be responsible for incorporating all revisions to the Housing Element and associated CEQA compliance document, and ultimately preparing the County’s 2014-2019 Housing Element. The Project Team shall assist in providing a technical review and offering the County direction through the preparation of the Housing Element. Should County staff direct the Project Team to incorporate revisions and/or prepare various Chapter(s) of the Housing Element, a Contract Amendment shall be required.

• The Project Team assumes that the Policies and Programs adopted as part of the 2009-2014 Housing Element have been implemented by County staff (i.e. Senate Bill 2 compliance). As such, this Proposal does not assume that preparation of the 2014-2019 Housing Element will include Program implementation measures from the previously adopted Housing Element.

• The Project Team assumes County staff will be primary point of Contact with HCD. The Project Team shall assist County staff in discussions with HCD in regards to the Housing Element. However, these discussions will be coordinated by County staff, and the Project Team shall act as an advisor through discussions with HCD and any changes to the Housing Element that may be required based on comments from HCD.

• The Project Team assumes County staff will be responsible for preparing all of the CEQA compliance documents for the 2014-2019 Housing Element. The Project Team assumes no role in the preparation and/or review of the Housing Element CEQA documents.

• Unless otherwise directed, the Project Team assumes that County staff will prepare all Staff Reports, Presentation Materials, etc. for Public Workshops and Hearings. The Project Team may assist in the preparation of these documents, but we assume County staff will be primarily responsible for this task.

• The Project Team assumes County staff will be responsible for producing and submitting copies of the 2014-2019 Housing Element to various Agencies, County Departments, Planning Commissioners, Board of Supervisors, and HCD. Amendments to the Contract will be required should the Project Team be directed to produce copies of distribution materials, including the Housing Element, public notices, etc.
## SECTION 3  COST PROPOSAL

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Task 1</td>
<td>Background Research and County Staff Meeting</td>
<td>$3,584.00</td>
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<tr>
<td>Task 2</td>
<td>Meetings with County Staff</td>
<td>$6,384.00</td>
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<td>Task 3</td>
<td>Administrative Draft Housing Element</td>
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<td>Task 4</td>
<td>Public Review Draft 2014-2019 Housing Element</td>
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<td>Task 5</td>
<td>Final Draft 2014-2019 Housing Element</td>
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<td>Task 6</td>
<td>Public Participation and Public Hearings</td>
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<td></td>
<td>Administrative Expenses</td>
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**Sub-Total**  
$25,364.00

**Invoices Billed to Date**  
$10,825.44

**TOTAL (NOT TO EXCEED) AS OF APRIL 7, 2015**  
$14,538.56